



ARTICLE ONE - AGREEMENT

This Agreement is between the CITY OF MASON, OHIO, hereinafter referred to as the "Employer", and THE CITY OF MASON PROFESSIONAL FIREFIGHTERS LOCAL 4049, hereinafter referred to as the "Union", a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

The express provisions of the Agreement may not be changed unless all the parties agree to mutually re-open the agreement before the expiration date. An agreement to re-open does not necessarily guarantee a change in the express provisions of this Agreement. A change in the agreement will be implemented by an addendum to the agreement signed by the duly authorized representative of the parties.

ARTICLE TWO - RECOGNITION

2.1 The Employer recognizes the Union, as the sole and exclusive bargaining agent for the purpose of representation and collective bargaining with respect to wages, hours, and terms and conditions of employment of all employees in the bargaining unit certified in Case No. 00-REP-05-0116 consisting of All Full Time Fire Fighter/Paramedic, Fire Fighter-Paramedic-Inspector, Captain and Assistant Fire Chief.

Excluded: Fire Chief, Deputy Fire Chief, all part-time personnel.

Amended April 2003

ARTICLE THREE -DUES DEDUCTIONS

3.1 Upon presentation of a written deduction authorization by any bargaining unit employee, the Employer shall cause the deduction of the periodic dues of members covered by this Agreement.

3.2 The Union agrees that it shall indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by Employer relative to the Employer's agreements under this Article.

3.3 The Employer shall be relieved from its obligation to make such "checkoff" deductions upon:

- A. termination of employment, or
- B. transfer of a job other than one covered by the bargaining unit, or
- C. layoff from work, or
- D. an agreed leave of absence without pay, or
- E. written revocation of the checkoff authorization by the employee submitted during the period of 120 to 60 days prior to the expiration of this Agreement.

3.4 The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues.

ARTICLE FOUR - NON-DISCRIMINATION

4.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, religion, disability or national origin.

4.2 The Employer agrees not to interfere with the rights of the employees to become members of the Union and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any representative of the Employer against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union. Neither the Union nor any of its members shall discriminate against any employee because of such employee's non-membership in the Union, or non-support or opposition to union activities.

4.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE FIVE - MANAGEMENT RIGHTS

5.1 The Union recognizes the Employer's exclusive right to manage its affairs and the Employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States and the Charter of the City of Mason. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer including but without limiting the generality of the foregoing:

- A. the right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered;
- B. the determination, purchase, and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation;
- C. the right to hire and set the starting rate of pay for new employees; the right to determine the starting and quitting time and number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean up time; and to determine the amount of supervision necessary, work schedules, and the method or process by which work is performed;
- D. the right to contract for the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working

rules, and to carry out cost control in general improvement programs; and prescribe and assign job duties, job content and job classification and establish wage rates for any new or changed classifications;

- E. the right to determine the existence or nonexistence of facts which are the basis of the management decisions; to establish or continue policies, practices, or procedures for the conduct of the Fire Department and its services to the citizens of Mason and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, re-determine the number, location and relocations and types of its employees or to discontinue any performance of service by employees of Mason; to determine the number of hours per day or week any operation of the Fire Department may be carried on except to the extent specifically limited in this Agreement; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirements determined by management authorities; to establish training programs and upgrading requirements for the employees within the Department; to establishing and to change work schedules and work assignments; to transfer, promote, demote, terminate or otherwise relieve employees from duty; to lay off employees for lack of work or funds; to determine the fact of lack of work and lack of funds; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to take such disciplinary measures as the Employer may determine to be necessary for the orderly and efficient operation of the Fire Department.

5.2 To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the grievance procedure.

ARTICLE SIX - BULLETIN BOARDS

6.1 The Employer agrees to provide bulletin board space of sufficient size in the Fire Department for use of the bargaining unit employees. The Employer may post on the bulletin board any notices concerning the employees covered hereby which the Employer is required by law to post. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election notices and election results; notices of membership meetings and other related business meetings; and other official Union notices relating to the affairs of members of the bargaining unit. No obscene, immoral, unethical, scurrilous, or vituperative matter may be posted. All items posted by the Union or employee shall be approved and signed by the Union President. The bulletin board shall be maintained in a neat and orderly manner.

ARTICLE SEVEN - ACCESS TO CITY PROPERTY

7.1 Union business representatives shall have the right of reasonable access to such portions of the Employer's premises as are necessary in order to enable such representatives to communicate with bargaining unit members. The representatives will not interfere with the employees' work and will (except in emergency situations where it is otherwise impractical) obtain approval from the Chief of Fire, or his designee before entering upon the premises.

ARTICLE EIGHT - LABOR/MANAGEMENT MEETINGS

8.1 In the interest of sound labor/management relations, upon request of either party, on a mutually agreeable day and time, the Employer and/or its designee(s), shall with the union discuss pending problems and to promote a more harmonious labor/management relationship. The parties shall limit the size of their respective committees to no more than two (2) representatives unless both parties mutually agree to waive the limit on two (2) representatives.

8.2 An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting.

8.3 The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Disseminate general information of interest to the parties;
- C. Consider and discuss health and safety matters relating to employees.

Pending grievances shall not be discussed in labor management meetings.

8.4 It is further understood and agreed that labor/management meetings do not open the contract to further negotiation and will not, of themselves, affect the duty to either party to bargain.

8.5 Nothing in this Article shall relieve a union representative on duty from their duty to respond if an emergency call is received during a labor management meeting.

ARTICLE NINE - PROBATIONARY PERIOD

9.1 All regular employees shall serve a probationary period beginning on the date they commence work as a bargaining unit member and ending twelve (12) months later. During the probationary period, the Employer has the right to terminate the employment of the Employee with or without cause. A probationary employee shall not receive seniority during the probationary period. Upon successful completion of the probationary period, an Employee's seniority shall be counted from his date of hire.

9.2 An employee promoted to a new position shall serve a probationary period of one hundred eighty (180) days. During this probation period, the Employer shall evaluate the performance of the employee in the new position, and if the Employer determines, in its sole discretion, that the employee is unsuitable for the new position, the Employer shall return the employee to his former position and rate of pay. The employee who is promoted to a new position may, at his option, give up the new position and return to his former position and rate of pay within ten (10) days after the date upon which he begins work in the new position.

ARTICLE TEN - GRIEVANCE PROCEDURE

10.1 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach or improper application of the Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, or that it applies to matters not covered by this Agreement.

10.2 All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. Any grievance may be submitted directly to the step from which it originates.

10.3 An employee may withdraw any grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

10.4 Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon Management's last answer.

10.5 Any grievance not answered by Management within the stipulated time limits, will automatically move to the next step in the grievance procedure. All time limits on grievances set forth herein, may be extended only upon mutual written consent of the parties. In no case may a grievance be filed more than ten (10) calendar days after the events giving rise to the grievance or within ten (10) calendar days after the grievant knew or should have known of the events giving rise to the grievance. The time for filing will be extended in the event that the management agent with whom the grievance must be filed is out of town and unreachable at the time the grievance must be filed.

10.6 A grievance may be brought by the Union or any aggrieved employee covered by this Agreement. Where a group of bargaining unit employees shall desire to file a grievance

involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each aggrieved employee who desires to be included in such grievance, as a class action, shall be required to sign the grievance.

10.7 For purposes of this Article, "day" means a calendar day.

10.8 An aggrieved employee shall use a written grievance form which shall provide the following information:

- A. aggrieved employee's name and signature.
- B. date, time and location of grievance.
- C. description of incident giving rise to the grievance.
- D. articles and sections of the Agreement violated.
- E. date grievance was first discussed.
- F. name of supervisor with whom grievance was first discussed.
- G. date grievance was filed in writing; and
- H. desired remedy to resolve grievance.

10.9 The Union shall have the responsibility for duplication and distribution of, and its own accounting for, the grievance forms.

10.10 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to effect the resolution of grievance at the earliest possible step. In furtherance of this objective, the following procedures shall be followed.

STEP 1. In order for a grievance to receive consideration under this procedure, the employee shall orally present the grievance to the Deputy Chief within ten (10) days of the

occurrence that gave rise to the grievance. Upon request of the employee, a representative of the Union shall be present. The immediate supervisor shall respond within ten (10) days following receipt of the oral complaint.

STEP 2. If the grievance is not resolved in Step 1, and the employee wishes to proceed to Step 2, the employee shall reduce the grievance to writing and shall, within ten (10) days of the reply by the immediate supervisor, but in no event later than twenty (20) days after the occurrence, present the written grievance to the Chief. The Chief, or his designee, shall respond, in writing, to the employee and the Union Steward within ten (10) days following the presentation of the written grievance, to Step 2.

STEP 3. If the grievance is not resolved in Step 2 and the employee wishes to proceed to Step 3, the employee shall present the written grievance to the City Manager or his designee within ten (10) days from the receipt of the answer in Step 2 or if no answer is received, within thirty (30) days after the occurrence. The City Manager or his designee shall respond to the grievant, in writing, within ten (10) days following the presentation of the grievance to Step 3. The City Manager, or his designee, may schedule a grievance hearing to consider the arguments of the grievant.

If a grievance is not satisfactorily resolved in Step 3, the City Manager, or his designee, may schedule a grievance hearing to consider the arguments of the grievant.

STEP 4. THE ARBITRATION PROCEDURE

Within ten (10) days from the date of the final answer received under Step 3 of the grievance procedure, but in no event later than fifty days after the occurrence causing the grievance, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. Only the Union may authorize an appeal to arbitration.

The Federal Mediation and Conciliation Service shall be requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one name remains as the arbitrator chosen by the parties. The Union shall first strike a name. Prior to beginning the striking procedure, either party may once reject a list and submit a request for another list from the FMCS.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific language in the Agreement. He may not add to, subtract from, modify, or amend the Agreement. The decision of the arbitrator shall be final and binding. The arbitrator shall be without the authority to recommend any right to relief on an alleged grievance occurring at any time other than during the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of the Agreement. The arbitrator shall have the power to issue subpoenas to compel attendance of witnesses.

10.11 The fee of the arbitrator and the rent, if any, for the hearing facility shall be borne by the losing party. The expenses of any non-employee witness shall be borne, if at all, by the party calling such witness. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of any transcript. A member of the bargaining unit who is required to testify at the hearing shall be released from his regularly scheduled assignment, if on duty to testify at the hearing.

10.12 The arbitrator shall render in writing his findings and award as quickly as possible but not later than thirty (30) days after the hearing, and shall forward such findings, award, and all supporting data to the parties.

10.13 A representative shall be permitted a reasonable amount of time during this regular duty hours without loss of pay or benefits to investigate and process grievances. A representative shall notify the immediate supervisor in charge of his shift that he requires time to handle a grievance and shall obtain the approval of the supervisor in charge before spending duty time on the grievance matter. Permission shall not be unreasonably denied. It is the intention of the parties that grievances be promptly and properly handled without interfering with the work assignment of either the grievant or the representative.

10.14 Only one representative at a time will be assigned to a grievance and only the assigned representative will be given time during his regular duty hours to handle the grievance. If shift schedules or vacation schedules make investigation and processing of a grievance impossible, another representative may be substituted for the representative originally assigned. The City Manager shall be advised of the substitution.

10.15 Neither a grievant nor his representative will receive compensation for time spent on grievance matters other than the reasonable time during duty hours described in this section.

ARTICLE ELEVEN - DISCIPLINE

11.1 All disciplinary action shall be taken and governed exclusively by the provisions set forth in this Article.

11.2 No bargaining unit member shall be disciplined by a reduction in pay or position, suspension, written reprimand, or dismissal except for just cause.

11.3 Forms of disciplinary action shall be written warning, written reprimands, suspension, suspension of record with pay, loss of accrued vacation of up to eight (8) hours, demotion, or discharge.

11.4 When the Employer determines that an employee may be guilty of an act or omission for which a suspension, demotion, loss of vacation, or discharge may be warranted, the following steps shall apply:

- A. The employee will be granted a pre-disciplinary conference.
- B. The employee will be notified of the nature of the alleged conduct, the time and place of the hearing, the person conducting the hearing, and of his right to bring with him to the conference a union representative.
- C. At the conference with the hearing officer the conduct in question will be described to the employee and the employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.
- D. Following the hearing, within twenty-one days unless extended by mutual agreement, the Employer will impose the disciplinary action or advise the employee that no action will be taken. If the disciplinary action consists of suspension, demotion, or discharge, the employee will be served with a Notice of Disciplinary Action.

11.5 The Employer may conduct investigations of alleged misconduct by an employee and may require a member of the bargaining unit to submit written reports. A member of the bargaining unit must, upon direction of the Chief, or his designee, respond completely and truthfully to all questions asked of him which relate to the alleged misconduct.

ARTICLE TWELVE - PERSONNEL FILES

12.1 For the purposes of this Section, "personnel file" means the official employee personnel file in the custody of the City Manager or his designee.

12.2 An employee covered hereunder shall be allowed to review his personnel file at a reasonable time upon written request to the Personnel Director. The file shall not be removed under any circumstances by the Employee from the area designated for his review of the file.

12.3 If an unfavorable statement or notation is in the file, the employee may place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file. The explanation or rebuttal must be submitted to the personnel director with instructions to include it in the personnel file.

12.4 Records of written warnings and reprimands shall cease to have force and effect two(2) years from the date of issuance and shall, upon request of the employee, be removed from the personnel file, provided no intervening discipline has been entered into the file.

12.5 A record of any suspension shall be removed from the personnel file three (3) years from the date of the beginning of the suspension, provided no intervening discipline has been entered into the file.

12.6 An employee's signature on any performance evaluation shall mean only that the employee has seen and read the evaluation. It shall not be construed as a representation that the employee concurred with the contents or comments contained thereon. The employee shall, upon request, receive a copy of the evaluation in its final form.

ARTICLE THIRTEEN - DRUG AND ALCOHOL TESTING

I. PURPOSE OF DRUG TESTING PROGRAM

- A. The Fire Department has a legal responsibility and management obligation to ensure a safe work environment; as well as paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug dependence or illegal drug use.
- B. A reasonable drug testing program must establish a balance between the rights of the employee and maintaining a fire department free of illegal drugs. Liability could be found against the Department and the employee if we fail to address ourselves with diligence to ensure that employees can perform their duties without endangering themselves or the public.
- C. There is sufficient evidence to conclude that use of illegal drugs and/or drug abuse (whether illegal or prescription drugs) seriously impairs an employee's performance and general physical and mental health. The illegal use of drugs by employees (including possession) is a crime in this jurisdiction, and clearly unacceptable. Therefore, the Fire Department has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; and
 - 1. To ensure drug tests are ordered based on individualized reasonable suspicion or other lawful basis;
 - 2. To establish a written policy on drug testing in the department; and